

EXHIBIT K

Part 1

DEPOSITION
EXHIBITDore 22
4-13-05 VS.

FILE

SIGNED
CONTRACT
LDD
G07
LDD/FILE
DRA

1997 Edition -Electronic Format

AIA Document A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM**AGREEMENT** made as of the 19 th day of April in the year of 2002

(In words, indicate day, month and year)

(nineteenth day of April two thousand two)

BETWEEN the Owner:

(Name, address and other information)

North Brookfield Public Schools**10 New School Drive****North Brookfield, MA 01535**

and the Contractor:

(Name, address and other information)

E.J.Sciaba Company, Inc.**18 Wolcott Street****P.O.Box 191****Readville, MA 02137**

The Project is:

(Name and location)

North Brookfield Jr./Sr. High School**North Brookfield, MA**

The Architect is:

(Name, address and other information)

Dore and Whittier, Inc.**1795 Williston Road****Suite 5****South Burlington, VT 05403**

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.



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ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Contractor shall commence work per notice to proceed by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

substantially complete the new building by 17 July 2003 and the balance of work in accordance with the Phasing Plan, including completion of Phase 4 parking lot construction and related work by 17 November 2003.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Damages shall be paid as follows:

The work shall commence at the time stated in the notice to the Contractor to proceed. Notice to proceed may be given to the successful General Bidder on any date after the Bidder has executed the General Contract and furnished the General Performance and Payment Bonds with all insurance herein requested and otherwise specified and/or required. The Contractor acknowledges that delay in completion of the Work by the substantial completion dates (indicated herein for the building and the remainder of the site phasing) resulting in delay of delivery of the facilities and site by such dates in the condition specified for the Work will cause delay in use by the Owner of the school facilities and site and will cause various losses to the Owner, which may include without limitation increased administrative, engineering, construction management and construction costs. Therefore, the Contractor further acknowledges that its obligation to complete the work by the specified dates and deliver completed the work by such dates is of the essence. In the event the Contractor fails to achieve substantial completion of the work by the substantial completion dates indicated for the building and site phasing work, the Contractor shall pay to the Owner as liquidated damages the sum of one thousand dollars (\$1,000.00) per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Separate liquidated damages shall apply to each substantial completion date for the

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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building and for the remainder of the site construction. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity.

Reinspection Costs: Should the Architect be required to reinspect the work because of failure of the Contractor to comply with the certification listed in Construction Documents / Supplementary General Conditions Part 1 under article 9.10.1.1, the Architect will bill the Owner for all related cost incurred, such cost will be deducted from the Contractor's payments.

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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be thirteen million two hundred twenty two thousand Dollars (\$ 13,222,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternates # 1, # 2, # 3 and # 4.

4.3 Unit prices, if any, are as follows:

Unit prices are published in Specifications Sections 01026, 02082, and 02200.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Based on 5.1.3

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The



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schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and Liquidated Damages and Reinspection costs.

(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997. As modified by Supplementary General Conditions - Part 1 Article 14

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997. As modified by Supplementary General Conditions - Part 1 Article 14

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ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Refer to M.G.L. Chapter 30, Section 39K.

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)



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7.3 The Owner's representative is:

(Name, address and other information)

Jim Murray, Co-Chair

North Brookfield School Building Committee

10 New School Drive

North Brookfield, MA 01535

7.4 The Contractor's representative is:*(Name, address and other information)***Sonny Mak, Project Manager****E.J. Sciaba Contracting****18 Wolcott Street****P.O. Box 191****Readville, MA 02137****7.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.**7.6** Other provisions:

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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**8.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.**8.1.2** The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

This document has been approved and endorsed by The Associated General Contractors of America.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 15 January 2002, and are as follows:

Document	Title	Pages
<u>See Exhibit "A"</u>	<u>Cover and Table of Contents</u>	<u>4</u>
	<u>for Volume 1</u>	

8.1.4 The Specifications are those contained in the Project Manual dated 15 January 2002 as in Subparagraph 8.1.3, and are as follows:*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section ages	Title	Pages
<u>See Exhibit "A"</u>	<u>Cover and Table of Contents</u>	<u>4</u>
	<u>for Volume 1</u>	

8.1.5 The Drawings are as follows, and are dated 15 January 2002 unless a different date is shown below:*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Pages	Date
<u>See Exhibit "B"</u>	<u>Drawing List (Per Special Conditions)</u>	<u>14</u>	
	<u>and Project Manual, Volume 2 of 2,</u>		



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Cover and Table of Contents

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
See Exhibit "C"	North Brookfield JR./SR. High School	
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner

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This document has been approved and endorsed by The Associated General Contractors of America.

OWNER (Signature)

Richard P. Chabot
Chairman, Board of
Selectmen
(Printed name and title)

CONTRACTOR (Signature)

Edward Sciaba Jr.
President
(Printed name and title)

EDWARD J. SCIABA, JR.
PRESIDENT



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PROJECT MANUAL

VOLUME 1 OF 2 - SPECIFICATIONS

EXHIBIT A

NORTH BROOKFIELD JR./SR. HIGH SCHOOL

NORTH BROOKFIELD, MASSACHUSETTS

15 January 2002

(Revised from original issue of 12 September 2001)

ARCHITECTS AND PROJECT MANAGERS

Dore and Whittier, Inc.

ASSOCIATE ARCHITECTS

PDT Architects, Inc.

CIVIL ENGINEERS AND LANDSCAPE ARCHITECTS

The Berkshire Design Group, Inc.

STRUCTURAL ENGINEERS

Engineers Design Group, Inc.

MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION

Garcia, Galuska, DeSousa, Inc.

EQUIPMENT AND FURNISHINGS

John A. Crisafulli and Associates

KITCHEN EQUIPMENT

Crabtree McGrath Associates

ENVIRONMENTAL

ATC Associates, Inc.

TECHNOLOGY

CCR/Pyramid

RE-BID

BID DOCUMENTS (REVISED)

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NORTH BROOKFIELD JR./SR.HIGH SCHOOL

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EXHIBIT "B"

NORTH BROOKFIELD JR./SR. HIGH SCHOOL REDESIGN

North Brookfield, Massachusetts

**Dore and Whittier, Inc.
Project No. 00-404A**

This contract exhibit includes the following:

Drawing List (per Special Conditions)

**Project Manual Volume 2 of 2,
Notes & Details cover sheet and table of contents.**

- C. Provide and maintain temporary (minimum of 4 inch thick) trap rock gravel roadways and parking areas for trucks and personal vehicles to minimize the accumulation of dust, mud, dirt, and debris on wheels and tires.

In the event that dust, mud, dirt, and debris becomes a problem on adjacent property or roadways, the Owner will take the measures necessary to eliminate the problem, and all costs will be deducted from the contract sum.

46. PARTNERING

- A. The General Contractor shall include a lump sum of \$6000 to cover one half of the cost of a pre-construction partnering meeting. The Owner will pay for the other half of the meeting cost and, through the Architect, will schedule and arrange the meeting. Representatives of the Owner, the Architect and Consultants, the Contractor and major subcontractors shall attend the meeting.

47. CONSTRUCTION MANAGEMENT SERVICES BY ARCHITECT

- A. The Architect will provide a full-time on-site representative whose duties shall include those of a Clerk (AIA Document B352) and Construction Management services as described in Attachment A to these Special Conditions. The Construction Management services by the Architect do not relieve the Contractor of responsibilities established by the Contract Documents. The Construction Manager (CM) reserves the right to correspond directly with subcontractors, suppliers, manufacturers and other project related personnel to verify scheduling, delivery and other coordination items of the project

48. DRAWINGS

- A. The work included in the Contract shall conform to the accompanying drawings as listed below, except as expressly noted on the drawings or herein specified.

Number Title

-Cover Sheet

CIVIL

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L101	EXISTING CONDITIONS-PLAN
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NORTH BROOKFIELD JR./SR. HIGH SCHOOL

EXHIBIT B

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END OF SECTION